

M.P.C. Joseph,
Attorney-at-Law &
Notary Public,
Colombo.



NO. 286

This Agreement made and entered into at Colombo on this Twenty-fifth day of August One Thousand Nine Hundred and Ninety between (1) Rajakaruna Wasala Sakalasooriya Mudiyanseilage Sampath Godamunne of No.241, Welaboda Road, Kurana, Katunayake (2) Don Manuelge Don Vipula Jayampathi of No.33, Grand Street, Negombo (3) Anton Rohan Manamudali of No.93/7, Akkarapanaha, Kimbulapitiya Road, Negombo (4) Dhammika Kulathunghe Wijeratne of No.7, Neville De Silva Mawatha, Negombo carrying on business in partnership under the firm name of "Science Land" registered in the Office of the Registrar of Business Names for the Western Province under No.233688 and having its Principal Place of Business at No.33, Grand Street, Negombo, in the Democratic Socialist Republic of Sri Lanka [hereinafter called and referred to as "Science Land" where the context so requires or admits shall mean and include the said (1) Rajakaruna Wasala Sakalasooriya Mudiyanseilage Sampath Godamunne (2) Don Manuelge Don Vipula Jayampathi (3) Anton Rohan Manamudali (4) Dhammika Kulathunghe Wijeratne their respective heirs, executors, administrators and assigns] of the One Part and Mitos (Private) Limited a company duly incorporated in Sri Lanka under the Companies Act No.17 of 1982 and having its registered office at 1st Floor, 116, D.S. Senanayake Mawatha, Colombo 8 [hereinafter called "the Company" which term or expression shall mean and include the said Mitos (Private) Limited its successors and assigns] of the Other Part.

WITNESSETH

WHEREAS Science Land has manufactured a trilingual word processing software package (hereinafter referred to as "Word Processor") more fully described in Schedule "A" hereto

AND WHEREAS Science Land is desirous of appointing a Company exclusively to market its trilingual word processing software package more fully described in Schedule "A" hereto

AND WHEREAS the Company is agreeable to market the trilingual word processing software package of Science Land more fully described in Schedule "A" hereto.

NOW THIS AGREEMENT WITNESSETH

1. Unless the context otherwise requires, the following expressions shall have the meaning set out below:-

- | | | |
|-------------------|---|---|
| (a) Annual Period | - | successive periods of a duration of twelve (12) months commencing on the 1st September, 1990. |
|-------------------|---|---|

- (b) Made up software - consists of diskettes containing the software coding and associated other items more fully described in Schedule "A" hereto.
 - (c) Fixed Costs - actual amounts paid by Science Land to purchase all items specified in Schedule "A" hereto.
 - (d) Sales Revenue - Total net amount billed to the customer. Where a sale is made to a distributor, the distributor is deemed to be the customer.
 - (e) Bugs - Any errors discovered while using the package.
 - (f) Viruses - Any program or programs designed to deliberately corrupt data, other programs or computer systems which is transferred from computer to computer through any magnetic media.
2. This Agreement shall come into operation on 1st September 1990, and shall continue in force for 10 years unless determined as hereinafter provided.
3. The Company shall buy the made up software package from Science Land and pay Science Land the following amounts:-
- (A) All fixed costs associated with the purchases of software packages shall be paid for at the time of purchase.
 - (B) The Company shall pay Science Land during each Annual Period a sum of Rupees Seventeen Thousand Five Hundred (Rs.17,500/-) per month on or before the 1st day of the month following the month for which the payment is due with the first of such payments being made on the 1st October One Thousand Nine Hundred and Ninety. However notwithstanding the foregoing provisions of this clause, all payments made or that may be made in terms of this clause in respect of any Annual Period shall be set off against any other moneys that may be computed as hereinafter set out to base further payment to Science Land.
 - (C) On the sales revenue receivable by the Company as a result of marketing the trilingual word processor:-
 - (a) upto a sales revenue of Rupees Eight Hundred Thousand (Rs.800,000/-) cumulative in any Annual Period;
 - (a1) 30% of the difference by which sales revenue exceeds fixed costs associated with the sales producing such sales revenue shall be payable to Science Land by the Company after such set off as referred to in (B) above.
 - (b) upto a sales revenue of Rupees Two Million (Rs.2,000,000/-) cumulative in any Annual Period;

- (b1) 30% of the difference by which sales revenue exceeds fixed costs associated with the sales producing such sales revenue and extending to the first Rs.800,000/- of the sales revenue shall be payable to Science Land by the Company after such set off as referred to in (B) above.
- (b2) 50% of the difference between sales revenue and fixed costs associated with the sales producing such sales revenue for the next Rs.1,200,000/- in sales revenue immediately following the said Rs.800,000/- shall be payable to Science Land by the Company after such set off as referred to in (B) above.
- (c) for a sales revenue in excess of Rupees Two Million (Rs.2,000,000/-) cumulative in any Annual Period;
- (c1) 30% of the difference by which sales revenue exceeds fixed costs associated with the sales producing such sales revenue and extending to the first Rs.800,000/- of the sales revenue shall be payable to Science Land by the Company after such set off as referred to in (B) above.
- (c2) 50% of the difference between sales revenue and fixed costs associated with the sales producing such sales revenue for the next Rs.1,200,000/- in sales revenue immediately following the said Rs.800,000/- shall be payable to Science Land by the Company after such set off as referred to in (B) above.
- (c3) 60% of the difference between sales revenue and fixed costs associated with the sales producing such sales revenue in excess of Rs.2,000,000/- shall be payable to Science Land by the Company after such set off as referred to in (B) above.
4. From the moneys payable in terms of 3(C) above there shall be paid monthly on or before the expiration of sixty (60) days from the end of the month to which the Sales Revenue relates by the Company to Science Land the balance remaining after setting off the moneys computed in 3(B) above
5. Science Land shall bear all taxes directly connected with production and sale of software packages to the Company.
6. The Company shall bear the taxes connected with the final sale of the word processor.
7. The Company shall be solely responsible for marketing the word processor in uni-lingual, bi-lingual or tri-lingual form and Science Land shall be responsible for making available the said different forms.
8. The Company shall decide the form and style of the packages, the versions to be sold, the fixing of the selling price and the appointment of distributors.
9. The Company shall have the right to appoint distributors.

10. During the duration of this Agreement, neither Science Land nor any of its Partners shall disclose to any third party any copies or parts of the copies of the word processor or the methodology used or any other data provided by Science Land. Science Land shall take all appropriate measures to ensure as far as Science Land is able to do so that the maintenance of such secrecy is strictly observed by its Partners, employees or other workers.
11. In the event that any faults and/or bugs in the word processor are reported in writing within 30 days of the faults and/or bugs being reported, Science Land shall rectify such faults and/or bugs.
12. Science Land shall ensure that the made up software package supplied by them are free of all viruses.
13. Science Land shall make its best endeavours to develop the word processor as and when requested to do so by the Company so long as the developments are intended to enhance the market prospects of the word processor.
14. Science Land shall to the best of its abilities use its good offices to withdraw from the market any copies sold of its earlier versions of its word processor and replace them with the new version with a copy protection feature.
15. The books of accounts maintained by Science Land pertaining to the transactions stipulated in this Agreement shall be open for examination on a written request made by the Company its representatives and/or its Auditors.
16. The books of accounts maintained by the Company pertaining to the transactions stipulated in this Agreement shall be open for examination on a written request made by the Company its representatives and/or its Auditors.

Sanjiv Godamune

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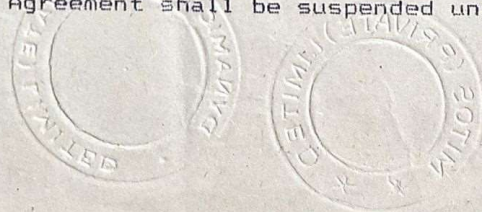
M. S. S. S.

Charles J. J.

17. Notwithstanding any guidance or other assistance provided by the Company to Science Land, all rights in the word processor shall remain the property of Science Land save and except the right to market the word processor during the subsistence of this Agreement.
18. The Company shall not market any other word processor involving the Sinhala and/or the Tamil languages during the subsistence of this Agreement.
19. The Company shall have the right to terminate this Agreement at the end of the 9 month within any Annual Period starting from 1st September 1990 by giving notice in writing not less than 90 days prior to the end of such Annual Period. In the event of such termination, the Company shall be liable to make all payments due including the minimum payment specified in Clause 5 for the annual period during which it gives notice of termination.
20. The rights created under this Agreement is personal to Science Land and Science Land shall not be entitled to assign its rights and obligations in this Agreement to any third party.
21. Science Land shall be fully responsible for violations or infringements, if any, of copyright or patent raised in connection with the production and sale of the word processor. Science Land shall indemnify the Company for any loss or damage sustained by the Company in consequence of any action being brought by a third party against the Company for such violation or infringement against the Company without prejudice to the said right of indemnification.

In the event of any action being brought by a Party against the Company for infringement by Science Land of patent and/or copy rights, then the monthly payment of Rs.17,500/- due from the Company will be suspended until the action is terminated. The money so suspended shall be set off against any expenses incurred or damages granted against the Company in such action. The said set off shall in no way prejudice the rights of the Company to recover any balance due from Science Land which is due to the Company in terms of the indemnification undertaken.

22. If any party to this Agreement commits a material default of the provisions contained in the Agreement, the Party affected thereby at its option may give the other Party ninety (90) days notice in writing to terminate the Agreement at the end of the said period of ninety (90) days. The Agreement stands terminated when the notice expires. Any monies due to either Party inclusive of damages shall be payable to the Party who it is owed within thirty (30) days of such termination where the payment of such monies is not provided in this Agreement.
23. If either Science Land or the Company shall be prevented from performing or observing any of the provisions of this Agreement by reason of Act of God, Government action, insurrection, civil commotion, the obligation of the affected party to perform or observe such provision of this Agreement shall be suspended until such event or



circumstance or any other such event or circumstance or ceases to prevent the affected party from performing such provision of this Agreement. Provided that -

- (a) The affected party shall use its best endeavours to remedy the effect of such event or circumstances and perform or observe such provisions of this Agreement as soon as practicable.

24. All questions of differences or dispute whatsoever which may at any time hereafter arise between Science Land and the Company hereto or their respective representatives touching These Presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall in the first instance be referred to arbitration and Science Land and the Company hereto agree hereby to take all steps necessary to make such award enforceable whenever such enforcement becomes necessary. The venue of such arbitration shall be the Arbitration Centre of the Sri Lanka National Council of the International Chamber of Commerce or its successors and according to the rules of such Centre or in the absence of such rules in accordance with the UNCITRAL Arbitration Rules which are in force at such time as the matter is referred to arbitration.

IN WITNESS WHEREOF (1) Rajakaruna Wasala Sakalasooriya Mudiyanseelage Sampath Godamunne (2) Don Manuelge Don Vipula Jayampathi (3) Anton Rohan Manamudali (4) Dhammika Kulathunghe Wijeratne, the Partners of Science Land have set their respective hands and Mitos (Private) Ltd. have caused its Common Seal to be affixed in the presence of Deepal Manik De Silva Wijeyeratne and Mohamed Nelufar hereunto and to three others of the same tenor and date as These Presents at Colombo on this Twenty-fifth day of August One Thousand Nine Hundred and Ninety.

SCHEDULE A

Fixed costs associated with the Word Processing Package.

- (1) Diskettes
- (2) Stickers
- (3) Jackets
- (4) Hardware Lock
- (5) Manuals
- (6) Translations of manual to English and Tamil
- (7) Keyboard Template
- (8) Shrink Wrapping

Witnesses

1. R. Dasanayake
2. [Signature]

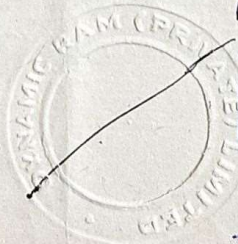
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I, Maria Patricia Chandrawathy Joseph of Colombo in the Republic of Sri Lanka, Notary Public, do hereby certify and attest that the foregoing instrument having been duly read over and signed by (1) Rajakaruna Wasala Sakalasooriya Mudiyanseelage Sampath Godamunne (2) Don Manuelge Don Vipula Jayampathi (3) Anton Rohan Manamudali (4) Dhammika Kulathunghe Wijeratne who signed "illegibly", "illegibly", "illegibly" and "illegibly" respectively who are the Partners of Science Land and Deepal Manik de Silva Wijeyeratne and Mohamed Nelufar, Directors of Mito's (Private) Limited who signed "illegibly" and "illegibly" respectively, the Common Seal of Mito's (Private) Limited was placed in the presence of the said Directors in the said documents. By error a Third Party Company Seal of Dynamic Ram (Private) Limited was placed in the said document has been struck off by a line in pen by me in the presence of the said executors. The executants all of whom are unknown to me, the same was signed by Romesh Dias Bandaranaike of 24 Gower Street, Colombo 5 and Joseph Rex Ferdinand of 28 Rosmead Place, Colombo 7 who signed "illegibly" and "illegibly" respectively, the said witnesses are known to me, the same was signed by the said executants by the said witnesses and by me in my presence and in the presence of one another on 25th day of August 1990.

I further certify and attest that in Schedule A Item 4 the word "lock" has been typed in the said document before the signing of the documents.

I further certify and attest that the duplicate of the instrument bears one stamp to the value of Rupees Ten and the original bears one stamp to the value of Rupee One.

Date of attestation
25th August 1990



Which I attest

Maria Patricia Chandrawathy Joseph
Notary Public